

THE HONORABLE RICHARD A. JONES

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11-CV-00872-TN

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

DEBORAH R. BEATON,

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A.; and
NORTHWEST TRUSTEE SERVICES, INC.)

Defendants.

CASE NO. 2:11-cv-00872-RAJ

AFFIDAVIT OF CIVIL RIGHTS
VIOLATIONS COMMITTED

NOTE ON MOTION CALENDAR:
September 28, 2012

Affidavit of Civil Rights Violations Committed

I, Deborah R. Beaton, Affiant personally appearing before the below signed Notary Public giving written and spoken oath, affirm that the following is true, correct, materially complete, and not misleading to the best of my knowledge and belief, under my own commercial liability.

Parties involved:

Deborah R. Beaton (Victim)

Ediba Trivuncic (Perpetrator)

Deborah R. Beaton's Affidavit of Civil Rights
Violations Committed

Deborah R. Beaton, Plaintiff
31431 46th Pl SW
Federal Way, WA 98023
(509) 499-1607

Where and when the Civil Rights violation against me, Deborah R. Beaton, occurred:

1. My Civil Rights were first violated in the Office of Deborah A. McNully, Notary Public at Jacksonville, Florida, Duval County on November 29, 2010; and,
2. My Civil Rights were again violated in the Office of the Auditor in and for King County, Washington on December 1, 2010.

Who violated Beaton's Civil Rights:

The person who violated my Civil Rights is named Ediba Trivuncic, d/b/a Foreclosure Officer for JPMorgan Chase Bank, N.A.

How did Ediba Trivuncic violate my, Deborah R. Beaton's, Civil Rights:

1. The first instance Ediba Trivuncic violated my Civil Rights by executing a false Appointment of Successor Trustee.
2. The second instance Ediba Trivuncic violated my Civil Rights by recording the false Appointment of Successor Trustee. *See Appointment of Successor Trustee recorded in King County, Washington, Auditor's file number 20101201001577.*

How do I, Deborah R. Beaton, know these facts to be true:

1. **April 19, 2011:** Firstly, I never received any response to my Affidavit of Interest/Non-Abandonment which I recorded on April 19, 2011 and used to notice JP Morgan Chase Bank, N.A. and Northwest Trustee's Services, Inc. that Federal Home Loan Mortgage Corporation (FHLMC) had paid all the sums due under my Deed of Trust and that my Note and Deed of Trust had not negotiated to FHLMC as evidenced by the Note and thus the Deed of Trust agreement was breached.

1 2. **January 30, 2012:** I received a form 1099-C for the tax year of 2011 on or about
 2 January 30, 2012, which names FEDERAL HOME LOAN MORTGAGE
 3 CORPORATION (FHLMC) proving that FHLMC paid all of the sums due under my
 4 Deed of Trust in September 2006 and proving that JPMorgan Chase Bank, N.A. never
 5 held my Note and never had qualified as a beneficiary pursuant to RCW 61.24.005(2)
 6 under the subject Deed of Trust.
 7

8 Furthermore, I am not aware of any evidence, i.e. endorsements to the Note or
 9 Assignment of Deed of Trust, showing that my Note ever negotiated to FHLMC as a
 10 result of the tender of full payment or any other evidence FHLMC holds my Note.
 11

12 I have concluded, in effect, to the best of my said knowledge, information and
 13 belief that there is no holder of my Note evident; and, that JPMorgan Chase Bank,
 14 N.A. has never been the holder of my Note; and, FEDERAL HOME LOAN
 15 MORTGAGE CORPORATION (FHLMC) has never been the holder of my Note.
 16

16 **How the Appointment of Successor Trustee Tends to Memorializes False Claims:**

17 I, Deborah R. Beaton, recently discovered a ruling which is similar to my
 18 circumstances made on November 29, 2011 by the Senior United States District
 19 Judge for the Federal District Court in the Western District of Washington filed an
 20 Order, see Document #51, Larson v. Regional Trustee Services Corporation, USDC
 21 WDWA Case number 2:11-cv-00206-JCC, which states on page 4 and 5 that "*the*
 22 *Court takes judicial notice of the Appointment of Successor Trustee for the deed to*
 23 *Plaintiff's property, which was recorded in Clark County in April 2010, and which*
 24 *memorializes Wells Fargo's status as successor to World Savings Bank, FSB – the*
 25
 26

1 *beneficiary of Plaintiff's note and deed of trust – and Regional's status as successor*
 2 *trustee under the deed of trust. Because Plaintiffs have not identified any basis for a*
 3 *violation of the Deed of Trust Act, and because evidence of a valid appointment of*
 4 *Regional as successor trustee is before the Court, Plaintiff's second claim fails."*
 5 (Italicization, Bolding and Underline Emphasis Added) It appears that the appeal of
 6 the case was denied.
 7

8 The said, most insightful, decision shows that an Appointment of Successor
 9 Trustee can be used as an effective claim jumping tool to defraud and deprive
 10 someone of property.

11 **Essential Elements of Fraud:** In Washington an allegation of common law
 12 fraud must prove the existence of nine essential elements: (1) a representation of an
 13 existing fact; (2) its materiality; (3) its falsity; (4) the speaker's knowledge of its
 14 falsity or ignorance of its truth; (5) his intent that it should be acted upon by the
 15 person to whom it is made; (6) ignorance of its falsity on the part of the person to
 16 whom it is made; (7) the latter's reliance on the truth of the representation; (8) his
 17 right to rely upon it; and (9) his subsequent damage. *Kirkham v. Smith*, 106 Wash.
 18 App. 177, 183, 23 P.3d 10 (2001). Each element must be proven with clear, cogent
 19 and convincing evidence. *Id.*
 20
 21

22 **Clear, cogent and convincing evidence** means evidence which is weightier
 23 and more convincing than a preponderance of the evidence. However, it does not
 24 mean that the trier of fact must be convinced beyond a reasonable doubt.

25 **Fraudulent Conveyances** – Proof of a fraudulent conveyance requires that
 26

1 the transferor's fraudulent intent be shown by **clear, cogent and convincing**
 2 **evidence** and that the transferee be shown to have been aware of facts which would
 3 reveal the fraud upon reasonable inquiry. *Dunham v. Tabb*, 27 Wn. App. 862, 621
 4 P.2d 179 (1980), rev. denied, 95 Wn. 2d 1010 (1981). In regards to the fraudulent
 5 Appointment of Successor Trustee.
 6

7 I, Deborah R. Beaton, was well able to make a reasonable inquiry as to what
 8 Washington state law requires as to "negotiation of an instrument" by searching the
 9 public records. *See* RCW 62A.3-201 which states in section "(b) if an instrument is
 10 payable to an identified person, negotiation requires transfer of possession of the
 11 instrument and its indorsement by the holder."
 12

13 My Note was payable to Washington Mutual Bank, F.A. and a current copy of
 14 the Note provided to me showed only a blank endorsement by Washington Mutual
 15 Bank, F.A. and failed to show who the current holder was.

16 Pursuant to Washington law, I have the Civil Right to require the signature on
 17 the endorsement of the instrument from both the named holder and the bearer. I have
 18 at all times relevant made this demand for both signatures to be placed on the Note's
 19 endorsement, not just that of WAMU but also of the bearer.
 20

21 **"62A.3-204 Indorsement.**

22 (d) If an instrument is payable to a holder under a name that is not the name
 23 of the holder, indorsement may be made by the holder in the name stated in
 24 the instrument or in the holder's name or both, but signature in both names
may be required by a person paying or taking the instrument for value or
collection." (emphasis added)

25 Furthermore, I have the right to rely on the copy of the Note supplied to me as
 26

accurate because in Washington, “*Show me the Note*” arguments have been deemed to lack merit. Washington Courts “have routinely held that [the] ‘show me the note’ argument lacks merit.” See Mansour v. Cal-W. Reconveyance Corp. (D. Ariz. 2009), [“Courts have routinely held that Plaintiff’s ‘show me the note’ argument lacks merit.”], citing Ernestberg v. Mortgage Investors Group, (D.Nev. 2009); Putkkuri v. Recontrust Co., (S.D. Cal. 2009); San Diego Home Solutions, Inc. v. Recontrust Co., (S.D.Cal. 2008); Wayne v. HomEq Servicing, Inc., (D.Nev. 2008); as well as; Freeston v. Bishop, White & Marshall, P.S. (W.D. Wash., 2010.) (quoting Diessner v. Mortgage Electronic Registration Systems, (D. Ariz. 2009) (collecting case)); Wright v. Accredited Home Lenders, (W.D. Wash. 2011) (citing Freeston).

Finally, pursuant the decision of the Washington State Supreme Court, entered August 16, 2012, in the case of *Kristin Bain v. Metropolitan Mortgage Group, et. al*, Supreme Court case No. 86206-1 and *Selkowitz v. Litton Loan Services, LP, et. al*, Supreme Court case No. 86207-9, the Court concluded that subject to Washington law Mortgage Electronic Registration Systems, Inc. (MERS) is NOT a lawful “beneficiary” within the terms of Washington’s Deed of Trust Act (RCW 61.24.005(2)), if it never held the promissory note secured by the deed of trust. Thus, presumably the *Bain & Selkowitz* decision also means that no party is a lawful “beneficiary” within the terms of Washington’s Deed of Trust Act (RCW 61.24.005(2)), if that party never held the promissory note secured by the deed of trust.

If I, Deborah R. Beaton, can plainly see that the subject Note endorsement is

1 blank, why couldn't Trivuncic? In my opinion there is no excuse for ignorance of this
2 fact by Trivuncic. Trivuncic was either fully aware or could have easily become
3 aware that the Appointment of Successor Trustee she executed and caused to be
4 recorded was false because the Note bears no proof that JPMorgan Chase Bank, N.A.
5 was the holder of it but she swore to it anyway.
6

7 That Trivuncic falsely swore is supported by the sworn deposition testimony
8 of Lawrence Nardi, the operations unit manager and a mortgage officer for the
9 JPMorgan Chase Bank, N.A., who was previously with WAMU and was picked up
10 [hired] by JPMorgan Chase Bank, N.A. after WAMU's failure. The 330 page
11 deposition was taken by counsel for the homeowner on May 9, 2012 in the matter of
12 JPMorgan Chase Bank, N.A. as successor in interest to *Washington Mutual Bank v.*
13 *Waisome*, Florida 5th Judicial Circuit Case No. 2009-CA-005717, incorporated by
14 reference. Here is the question and the answer:
15

16 *Q: (page 57, beginning at line 19): Okay. The — are you aware of any*
17 *type of schedule of loans that would have been created to represent the*
18 *— either the loans that were asset loans or the loans that were*
19 *serviced by WAMU? Are you — was the — do you know if there is a*
20 *schedule or database of loans like that?*
21

22 *A: (page 58, beginning at line 1): I know that there was a schedule*
23 *contemplated in certain documents related to the purchase. That*
24 *schedule has never materialized in any form. We've looked for it in*
25 *countless other cases. We've never been able to produce it in any*
26

1 *previous cases. It would certainly be a wonderful thing to have, but it's*
2 *— as far as I know, it doesn't exist, although it was — it was*
3 *contemplated in the documents.*

4 *Q: (beginning at page 260, line 18): Have you ever in your duties of*
5 *being a loan analyst — a loan operations specialist, have you ever*
6 *seen an FDIC bill of sale or a receiver's deed or an assignment of*
7 *mortgage or an allonge?*

8 *A: (page 260, beginning at line 23): For loans, I'm assuming you're*
9 *talking about the WaMu loan that was subject to the purchase here.*

10 *Q: (page 261, line 1): Right.*

11 *A: (page 261, beginning at line 2): No there is no assignments of*
12 *mortgage. There's no allonges. There's no — in the thousands of loans*
13 *that I have come into contact with that were a part of this purchase,*
14 *I've never once seen an assignment of mortgage. There is simply not*
15 *— they don't exist. Or allonges or anything transferring ownership*
16 *from WAMU to Chase, in other words. Specifically, endorsements and*
17 *things like that.*

18
19
20
21 **Damage to Beaton by Trivuncic:**

22 The criminal acts of Ediba Trivuncic have deprived Beaton of the subject property which
23 is value at about \$300,000.00 plus public disgrace and emotional trauma.

24 **Criminal Fraud:**

25 I, Deborah R. Beaton, have shown that Criminal Fraud has been perpetrated against
26

1 me by Ediba Trivuncic by demonstrating that all the elements of fraud are present in regards
2 to the false Appointment of Successor Trustee which was the key device used to deprive me
3 of my property, the events have been witnessed by a Notary and County Auditor and
4 constitute admissible, clear, cogent and convincing evidence of Trivuncic's criminal acts and
5 intent.

6
7 **Criminal Complaint:**

8 I, Deborah R. Beaton, request the Honorable Judge Richard A. Jones convene a
9 Grand Jury for the inquisition and possible indictment of "**Ediba Trivuncic**", doing business
10 as Foreclosure Officer for JPMorgan Chase Bank, N.A. for false execution of the
11 "Appointment of Successor Trustee" on 11/29/2010 recorded in King County, Washington
12 under Auditor's file number 20101201001577 on 12/01/2010 pursuant to "18 U.S.C. § 4
13 Misprision of Felony: Whoever, having knowledge of the actual commission of a felony
14 cognizable by a court of the United States, conceals and does not as soon as possible make
15 known the same to some judge or other person in civil or military authority under the
16 United States, shall be fined under this title or imprisoned not more than three years or
17 both"; as well as, Criminal Profiteering and Extortion on the part of JPMorgan Chase Bank,
18 N.A. as possible principle's, accomplices and/or accessories after the fact of Trivuncic's for
19 fraudulently depriving me of my subject property.

20
21
22 **Affiant reserves the right to amend this document if necessary, in order that the**
23 **truth be more fully and certainly ascertained and justly determined.**
24
25
26

Affiant: Deborah R. Beaton

Deborah R. Beaton

STATE OF WASHINGTON)
COUNTY OF KING } ss.

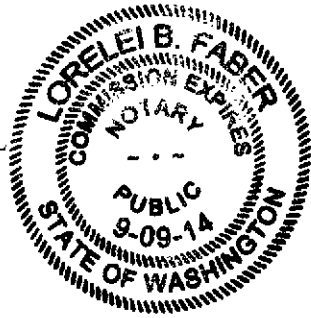
I, *Lorelei B. Faber*, a Notary Public certify that I know or have satisfactory evidence that Deborah R. Beaton appeared before me, and executed this Affidavit as her sworn statement as a free and voluntary act of her own will under penalty of perjury.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

DATED: *9-5-2012*

Lorelei B. Faber
Notary Public

SEAL



My appointment expires *9-9-2014*